

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Hazardous Waste  
Transportation Services,  
Inc.  
10600 S. Painter Avenue  
Santa Fe Springs, CA 90670

EPA ID No. CAR 000 129 759

Respondent.

Docket HWCA 2003 0265

CONSENT ORDER

Health and Safety Code

Section 25187

The State Department of Toxic Substances Control  
(Department) and Hazardous Waste Transportation Services, Inc.  
(Respondent) enter into this Consent Order and agree as follows:

1. Respondent transports hazardous waste.  
2. The Department inspected Respondent on April 17,  
2003.

3. The Department alleges the following violations:  
3.1. Respondent violated Health and Safety Code,  
section 25201, subdivision (a), in that, between February 6, 2002  
and April 3, 2003, the Respondent on several occasions stored  
hazardous waste in excess of the 10 days allowed under the  
transfer facility exemption (California Code of Regulations,

1 title 22, section 66263.18, subsection (a)) without a permit or  
2 a grant of authorization from the Department.

3 3.2. Respondent violated California Code of  
4 Regulations, title 22, section 66263.20, subsection (g)(1), in  
5 that, between January 29, 2002 and June 26, 2002, the Respondent  
6 on several occasions failed to obtain the date of the delivery  
7 and a handwritten signature of the owner or operator of the  
8 designated facility on the manifest and retain a copy of the  
9 manifest.

10 4. A dispute exists regarding the alleged violations.

11 5. The parties wish to avoid the expense of litigation  
12 and to ensure prompt compliance.

13 6. Jurisdiction exists pursuant to Health and Safety  
14 Code section 25187.

15 7. Respondent waives any right to a hearing in this  
16 matter.

17 8. This Consent Order shall constitute full settlement  
18 of the violations alleged above, but does not limit the  
19 Department from taking appropriate enforcement action concerning  
20 other violations.

21  
22 SCHEDULE FOR COMPLIANCE

23  
24 9. Respondent shall comply with the following:

25 9.1. Respondent has corrected the violations cited  
26 above. Respondent shall operate thereafter in a manner that  
27 shall prevent recurrences of the violations cited herein.

1           10. All submittal from Respondent pursuant to this  
2 Consent Order shall be sent to:

3           10.1. Submittal: All submittal from Respondent  
4 pursuant to this Consent Order shall be sent simultaneously to:

5                       Robert Kou, Unit Chief  
6                       Statewide Compliance Division  
7                       Department of Toxic Substances Control  
8                       1011 North Grandview Avenue  
9                       Glendale, California 91201

10           10.2. Communications: All approvals and decisions of  
11 the Department made regarding such submittal and notifications  
12 shall be communicated to Respondent in writing by a Branch Chief,  
13 Department of Toxic Substances Control, or his/her designee. No  
14 informal advice, guidance, suggestions, or comments by the  
15 Department regarding reports, plans, specifications, schedules,  
16 or any other writings by Respondent shall be construed to relieve  
17 Respondent of its obligation to obtain such formal approvals as  
18 may be required.

19           10.3. Department Review and Approval: If the  
20 Department determines that any report, plan, schedule, or other  
21 document submitted for approval pursuant to this Consent Order  
22 fails to comply with the Order or fails to protect public health  
23 or safety or the environment, the Department may return the  
24 document to Respondent with recommended changes and a date by  
25 which Respondent must submit to the Department a revised document  
26 incorporating the recommended changes.

27           10.4. Compliance with Applicable Laws: Respondent  
28 shall carry out this Order in compliance with all local, State,

1 and federal requirements, including but not limited to  
2 requirements to obtain permits and to assure worker safety.

3 10.5. Endangerment during Implementation: In the  
4 event that the Department determines that any circumstances or  
5 activity (whether or not pursued in compliance with this Consent  
6 Order) are creating an imminent or substantial endangerment to  
7 the health or welfare of people on the site or in the surrounding  
8 area or to the environment, the Department may order Respondent  
9 to stop further implementation for such period of time as needed  
10 to abate the endangerment. Any deadline in this Consent Order  
11 directly affected by a Stop Work Order under this section shall  
12 be extended for the term of such Stop Work Order.

13 10.6. Liability: Nothing in this Consent Order shall  
14 constitute or be construed as a satisfaction or release from  
15 liability for any conditions or claims arising as a result of  
16 past, current, or future operations of Respondent, except as  
17 provided in this Consent Order. Notwithstanding compliance with  
18 the terms of this Consent Order, Respondent may be required to  
19 take further actions as are necessary to protect public health  
20 or welfare or the environment.

21 10.7. Site Access: Access to the Site shall be  
22 provided at all reasonable times to employees, contractors, and  
23 consultants of the Department, and any agency having  
24 jurisdiction. Nothing in this Consent Order is intended to limit  
25 in any way the right of entry or inspection that any agency may  
26 otherwise have by operation of any law. The Department and its  
27 authorized representatives may enter and move freely about all  
28

1 property at the Site at all reasonable times for purposes  
2 including but not limited to: inspecting records, operating logs,  
3 and contracts relating to the Site; reviewing the progress of  
4 Respondent in carrying out the terms of this Consent Order; and  
5 conducting such tests as the Department may deem necessary.  
6 Respondent shall permit such persons to inspect and copy all  
7 records, documents, and other writings, including all sampling  
8 and monitoring data, in any way pertaining to work undertaken  
9 pursuant to this Consent Order.

10           10.8.     Sampling, Data, and Document Availability:  
11 Respondent shall permit the Department and its authorized  
12 representatives to inspect and copy all sampling, testing,  
13 monitoring, and other data generated by Respondent or on  
14 Respondent's behalf in any way pertaining to work undertaken  
15 pursuant to this Consent Order. Respondent shall allow the  
16 Department and its authorized representatives to take duplicates  
17 of any samples collected by Respondent pursuant to this Consent  
18 Order. Respondent shall maintain a central depository of the  
19 data, reports, and other documents prepared pursuant to this  
20 Consent Order. All such data, reports, and other documents shall  
21 be preserved by Respondent for a minimum of six years after the  
22 conclusion of all activities under this Consent Order. If the  
23 Department requests that some or all of these documents be  
24 preserved for a longer period of time, Respondent shall either  
25 comply with that request, deliver the documents to the  
26 Department, or permit the Department to copy the documents prior  
27 to destruction. Respondent shall notify the Department in  
28

1 writing at least six months prior to destroying any documents  
2 prepared pursuant to this Consent Order.

3 10.9. Government Liabilities: The State of California  
4 shall not be liable for injuries or damages to persons or  
5 property resulting from acts or omissions by Respondent or  
6 related parties specified in paragraph 12.3, in carrying out  
7 activities pursuant to this Consent Order, nor shall the State  
8 of California be held as a party to any contract entered into by  
9 Respondent or its agents in carrying out activities pursuant to  
10 this Consent Order.

11 10.10. Incorporation of Plans and Reports: All plans,  
12 schedules, and reports that require Department approval and are  
13 submitted by Respondent pursuant to this Consent Order are  
14 incorporated in this Consent Order upon approval by the  
15 Department.

16 10.11. Extension Requests: If Respondent is unable to  
17 perform any activity or submit any document within the time  
18 required under this Consent Order, the Respondent may, prior to  
19 expiration of the time, request an extension of time in writing.  
20 The extension request shall include a justification for the  
21 delay.

22 10.12. Extension Approvals: If the Department  
23 determines that good cause exists for an extension, it will grant  
24 the request and specify in writing a new compliance schedule.

25  
26 PAYMENTS  
27  
28

1           11.     Within 30 days of the effective date of this  
2 Consent Order, Respondent shall pay the Department a total of  
3 \$5,000.00 in penalties. Respondent's check shall be made payable  
4 to Department of Toxic Substances Control, and shall be delivered  
5 together with the attached Payment Voucher to:

6  
7  
8           Department of Toxic Substances Control  
9           Accounting Office  
10           1001 I Street, 21st floor  
11           P. O. Box 806  
12           Sacramento, California 95812-0806

13  
14 A photocopy of the check shall be sent to:

15           Mr. Robert Kou, Unit Chief  
16           Statewide Compliance Division  
17           Department of Toxic Substances Control  
18           1011 North Grandview Avenue  
19           Glendale, California 91201

20 If Respondent fails to make payment as provided above, Respondent  
21 agrees to pay interest at the rate established pursuant to Health  
22 and Safety Code, section 25360.1 and to pay all costs incurred  
23 by the Department in pursuing collection including attorney's  
24 fees.

25           11.1. Respondent hereby agrees to send one employee to  
26 the California Compliance School, Modules I-IV. Attendance must  
27 be completed and Respondent must submit a Certificate of  
28 Satisfactory Completion issued by the California Compliance  
School to the Department of Toxic Substances Control within 185

1 days of the date of this Order. In recognition of this  
2 educational investment, the penalty imposed by this Order has  
3 been reduced by \$3,000.00 if the employee satisfactorily  
4 completes the specified school and the Department receives the  
5 Certificate of Satisfactory Completion within 185 days of the  
6 effective date of this Order. If Respondent fails to submit the  
7 certificate as required, the penalty of

8  
9  
10 \$3,000.00 is due and payable within 30 days after the 185-day  
11 period expires. The 185-day period may be extended by a  
12 Department Branch Chief upon a written request demonstrating good  
13 cause from Respondent.

#### 14 OTHER PROVISIONS

15 12.1. Additional Enforcement Actions: By agreeing to  
16 this Consent Order, the Department does not waive the right to  
17 take further enforcement actions, except to the extent provided  
18 in this Consent Order.

19 12.2. Penalties for Noncompliance: Failure to comply  
20 with the terms of this Consent Order may subject Respondent to  
21 civil penalties and/or punitive damages for any costs incurred  
22 by the Department or other government agencies as a result of  
23 such failure, as provided by Health and Safety Code section 25188  
24 and other applicable provisions of law.

25 12.3. Parties Bound: This Consent Order shall apply  
26 to and be binding upon Respondent and its officers, directors,  
27  
28



1 agents, receivers, trustees, employees, contractors, consultants,  
2 successors, and assignees, including but not limited to  
3 individuals, partners, and subsidiary and parent corporations,  
4 and upon the Department and any successor agency that may have  
5 responsibility for and jurisdiction over the subject matter of  
6 this Consent Order.

7  
8 12.4. Effective Date: The effective date of this  
9 Consent Order is the date it is signed by the Department.

10 12.5. Integration: This agreement constitutes the  
11 entire agreement between the parties and may not be amended,  
12 supplemented, or modified, except as provided in this agreement.

13  
14  
15  
16 Dated: 02/20/2004

ORIGINAL SIGNED BY RESPONDENT

17 Signature of Respondent's  
18 Representative

19  
20  
21 Dated: 02/20/2004

ORIGINAL SIGNED BY ROBERT KOU

22 Robert Kou, Unit Chief  
23 Statewide Compliance Division  
24 Department of  
25 Toxic Substances Control